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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 JANET GARCIA, et al.,

18 *Plaintiffs,*

19 vs.

20 CITY OF LOS ANGELES,
21 *Defendant.*

Case No.: 2:19-cv-6182-DSF-PLA
[Assigned to Judge Dale S. Fischer]

22 **DECLARATION OF DOMINGO**
23 **OROSCO ISO DEFENDANT CITY**
24 **OF LOS ANGELES' OPPOSITION**
25 **TO MOTION FOR OSC RE**
26 **CONTEMPT AND SANCTIONS**

27 [Filed Concurrently with Opposition
28 to Plaintiffs' Motion for Order to
Show Cause Re: Civil Contempt and
Sanctions; Declarations of Howard
Wong and Gabriel Dermer]

Date: September 21, 2020

Time: 1:30 p.m.

Ctrm: 7D

Judge: Hon. Dale S. Fischer

DECLARATION OF DOMINGO OROSCO

I, DOMINGO OROSCO, hereby declare:

1. I am the Assistant Division Manager for City of Los Angeles Department of Public Works, Bureau of Sanitation's ("LASAN") Livability Services Division ("LSD"), a position that I have held since June 2019. I have personal knowledge of the facts contained herein, and if called to testify to the truth of these matters, I could and would competently do so.

2. LSD is a LASAN division implemented to support the City's Comprehensive Cleaning and Rapid Engagement Programs ("CARE+" and "CARE"). As Assistant Division Manager, I assist in the development and implementation of LSD programs and pilot projects, the deployment of division resources to support CARE+, CARE and other pilot projects, division resource planning and procurement, and division budget requests. I also support the division as needed for reporting to the Board of Public Works, City Council, and other City departments or agencies on the division's goals and progress.

3. As Assistant Division Manager, my direct reports include LSD's Assistant Chief Environmental Compliance Officer, who directly manages and oversees LSD's environmental compliance inspectors/officers, and LSD's Refuse Collection Superintendents, who directly manage and oversee the LSD's refuse and wastewater collection personnel and LSD's work facilities used for storing and deploying equipment for division operations, including trash-collection vehicles, wastewater-vector equipment, mobile hygiene units, and other supplies and equipment use to support division operations.

4. As discussed in more detail below, during my tenure as Assistant Division Manager, I have managed and overseen LSD's deployment of division resources to support the City's "A Bridge Home" temporary housing facilities ("ABH") and the City's

1 Special Enforcement Cleaning Zones (“SECZ”) in areas surrounding the ABH facilities,
2 including the procurement and placement of permanent signage in the ABH-SECZ areas.
3 I assisted in the development, procurement and deployment of LSD’s “enhanced
4 services” for comprehensive CARE+ encampment cleanups, including LSD’s Mobile
5 Hygiene Units (“MHU”), Tent and Sanitary Kit distribution programs. I am also
6 responsible for supporting the division’s procurement and deployment of trash
7 receptacles to service the City.

8 5. Before I became LSD’s Assistant Division Manager, I served as LASAN’s
9 Government Affairs Liaison for over seven years. As a Government Affairs Liaison, I
10 worked directly with the Board of Public Works, City Council Offices, and the Mayor’s
11 deputies and staffers on policy and program recommendations relating to various
12 sanitation matters, including water reclamation, stormwater capture, and solid waste
13 programs. Among other projects, I was involved in the development and implementation
14 of LSD before being appointed as LSD’s Assistant Division Manager. I have worked for
15 the City for over 12 years and started my career as a Council Aide to then-City
16 Councilmember Bernard Parks.

17 6. On April 13, 2020, the Court issued an Order Granting Plaintiffs’ Motion for
18 Preliminary Injunction (Dkt. No. 38). The Preliminary Injunction stated that “The City of
19 Los Angeles, and its agents and employees, are enjoined from doing any of the following:
20 (1) Enforcing Section 56.11(3)(i) of the Los Angeles Municipal Code; (2) Enforcing
21 Section 56.11(10)(d) of the Los Angeles Municipal Code; (3) Posting signs, notices, or
22 other public information stating that the City will enforce Sections 56.11(3)(i) or
23 56.11(10)(d) of the Los Angeles Municipal Code.”

24 7. At the time the Court issued the preliminary injunction, LSD had already
25 taken some proactive measures to adjust operational practices regarding the removal,
26 storage, and disposal of bulky items. On February 28, 2020, after the motion for
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1 preliminary injunction was filed, I instructed LSD's Chiefs and Superintendents that a
2 bulky item could only be removed for disposal by LSD staff if a health hazard could be
3 determined and was documented by an environmental compliance inspector, senior
4 environmental compliance inspector, or Chief Environmental Compliance Inspector.
5 Otherwise, a bulky item was not to be removed or collected if the health hazard
6 determination could not be made and documented. LSD implemented these adjustments
7 for all LSD operations, including CARE+, CARE, ABH/SECZ, and spot cleaning
8 activities in March 2020.

9 8. LSD personnel were informed and reminded of the prohibitions on the
10 enforcement of LAMC 56.11(3)(i) or 10(d) and adjustments to protocols for removing,
11 storing or disposing of items that would be considered bulky because of the item's size
12 during CARE+, CARE, ABH/SECZ, and spot cleaning operations.

13 **Suspension of Posted Comprehensive CARE+ Cleanups:**

14 9. At the time the Court issued the preliminary injunction, LSD had suspended
15 its posted comprehensive CARE+ cleanups because of the City's emergency orders and
16 Council instructions relating to COVID-19.

17 10. On March 4, 2020, the City's Mayor issued a Declaration of Local
18 Emergency relating to imminent threat to public health from the introduction of the novel
19 coronavirus (COVID-19) in the City. On March 19, 2020, the City's Mayor issued an
20 emergency Safer-at-Home Order instructing most residents to isolate themselves in their
21 homes, subject to certain exceptions for essential activities, work in support of essential
22 activities, emergency personnel, government employees, and essential infrastructure, and
23 exempting individuals experiencing homelessness.

24 11. On March 17, 2020, the City Council adopted Motions 72-P and 72-P-A,
25 Council File No. 20-0147, and instructed LASAN to suspend enforcement of the
26 provision of LAMC 56.11 that required tents to come down during daytime hours,
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1 provided that the location of the tent did not impede ADA-access and was not within ten
2 feet of an operational driveway.

3 12. On March 17, 2020, LSD suspended its posted comprehensive CARE+
4 cleanups based on Council instructions, the Mayor's emergency orders and public health
5 guidelines relating to COVID-19.

6 13. After March 17, 2020, LSD staff conducted spot cleanings to remove trash,
7 debris, and health hazards. LSD also mobilized its resources and continues to index and
8 report the servicing needs of handwashing stations, portable toilet stations, to their
9 respective vendors, deployed additional trash receptacles where available, and MHUs
10 throughout the City to service the City's unsheltered population.

11 **ABH/SECZ Permanent Signage:**

12 14. By way of background, in April 2018, the City's Mayor and City Council
13 declared an emergency shelter crisis, Council File No. 15-1138-S33, and enacted
14 measures to expedite the construction of bridge housing for the City's homeless
15 population. The City's ABH facilities provide temporary bridge housing and offer
16 security and on-site services, like case management, mental health care, substance abuse
17 treatment, and housing placement. LSD provides increased resources to Council Districts
18 that construct ABH facilities in areas with high-density homeless populations.

19 15. The City's SECZ are designated areas around ABH facilities. During
20 normal operations, LSD provides sanitation services within SECZ areas five days a week,
21 including four days of spot cleaning for removal of trash, debris, and hazardous materials,
22 and one day for a comprehensive CARE+ cleanup. Each ABH-SECZ area has a
23 designated day and time of the week for conducting comprehensive cleanings under
24 CARE+.

25 16. LASAN procured permanent signage to use for CARE+ and CARE
26 operations within each ABH/SECZ areas. LSD is responsible for procuring, posting, and
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1 maintaining permanent signage used within the City's ABH/SECZ areas. The permanent
 2 signage contains a map reflecting the geographic boundaries of the ABH-SECZ area,
 3 identifies the day and time of the week for conducting regularly-scheduled
 4 comprehensive cleanups, identifies the other four days of the week for conducting spot
 5 cleanups, and contains information on how to personal property removed from the area,
 6 including a phone number and address for the City's storage facility. LASAN procured
 7 and posted permanent signage in both English and Spanish.

8 17. Attached as **Exhibit 1** are true and correct copies of pictures reflecting
 9 examples of permanent ABH/SECZ signage posted before the Preliminary Injunction
 10 issued. Based on a review of LSD information maintained in the regular course of
 11 operations regarding the permanent signage posted within ABH/SECZ areas, over 3,000
 12 permanent ABH/SECZ signs had been posted at approximately 750 locations in the City.
 13 These permanent ABH/SECZ signage referenced LAMC 56.11(3)(i) and bulky items.

14 18. After the Preliminary Injunction issued, LSD implemented a revised form of
 15 ABH/SECZ permanent signage. Attached as **Exhibit 2** are true and correct copies of
 16 pictures reflecting examples of revised permanent ABH/SECZ signage. The revised
 17 ABH-SECZ permanent signage omits any reference to enforcement of LAMC 56.11(3)(i)
 18 or bulky items.

19 19. LSD began posting the revised ABH-SECZ signage in July 2020, after
 20 months of not posting any permanent ABH-SECZ signs. LSD has since posted 1,080 of
 21 the revised ABH/SECZ signs at approximately 270 locations in the City.

22 **LSD Placement of Overlays on Pre-Injunction Permanent ABH/SECZ Signage:**

23 20. On or around July 27, 2020, Plaintiffs' counsel in this action sent a letter
 24 claiming that the City was violating the Preliminary Injunction because LSD failed to
 25 remove all pre-injunction permanent ABH/SECZ signage referencing LAMC 56.11(3)(i).
 26 Plaintiffs' counsel demanded that the City remove all pre-injunction permanent
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1 ABH/SECZ signage within seven days.

2 21. The Preliminary Injunction states that the City is enjoined from “Posting
3 signs, notices, or other public information stating that the City will enforce Sections
4 56.11(3)(i) or 56.11(10)(d) of the Los Angeles Municipal Code.” It was not clear that
5 this provision requires removal of all existing permanent ABH/SECZ signs posted before
6 the Preliminary Injunction issued.

7 22. On July 29, 2020, out of an abundance of caution and in an effort to ensure
8 compliance with the terms of the Preliminary Injunction, LSD personnel started placing
9 overlays on pre-injunction permanent ABH/SECZ signs to conceal references to LAMC
10 56.11(3)(i) and the term bulky items. Attached as **Exhibit 3** are true and correct copies
11 of pictures reflecting examples of the pre-injunction permanent ABH/SECZ signage after
12 placement of the overlays.

13 23. Between the period from July 29, 2020 to August 3, 2020, LSD personnel
14 placed overlays on over 3,000 pre-injunction ABH/SECZ permanent signs at
15 approximately 750 locations in the City.

16 24. LSD conducted further investigation after receiving for the first time the
17 pictures that were submitted by the Plaintiffs’ counsel as Exhibit R to the Declaration of
18 Shayla Myers.

19 25. On August 14, 2020, an LSD Supervisor field verified overlays placed on
20 permanent ABH/SECZ signage near the Raymer ABH and found 3 locations had issues
21 with missing overlays including a missing sign.

22 26. LSD’s further reflected that overlays were also applied to approximately 41
23 locations at the Raymer ABH on August 11th and August 12th by the field staff assigned
24 to apply overlays on the effective date of the Raymer ABH signage.

25 27. Further investigation determined that out of over 4,400 permanent
26 ABH/SECZ permanent signs at approximately 1,100 locations citywide, that
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1 approximately 104 locations had missing overlays and required additional work. LSD
2 completed placement of overlays in these additional area by August 24, 2020.

3 **Resumption of Comprehensive Cleanups in ABH/SECZ Areas:**

4 28. On July 29, 2020, the City Council adopted a motion amending the Council
5 action taken on March 17, 2020, relative to suspending comprehensive CARE+ cleanups,
6 to authorize LASAN to resume CARE+ comprehensive cleanups within the ABH/SECZ
7 only (Council File No. 20-0147).

8 29. In connection with the resumption of comprehensive cleanups within the
9 ABH/SECZ areas, LSD and other agencies have provided enhanced services in
10 connection LSD's comprehensive cleanup operations, including the following:

11 a. Mobile Hygiene Units (MHU) – LSD deploys its Mobile Hygiene
12 Units or MHUs on the day for the comprehensive cleanup. Each MHU has three self-
13 contained units containing a shower stall, toilet, and shower sink. The MHU has an
14 ADA-compliant stall with ramps. If available, clothing donations are provided to provide
15 individuals with a fresh pair of clothes after showering. LSD also sets up EZ-Up
16 canopies outside of the MHUs for individuals to maintain social distancing in a shaded
17 area.
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19 b. Tent Exchange/Distribution – LSD implemented a tent
20 exchange/distribution program. Individuals can exchange or obtain a new two-person
21 pop-up tent. The tent exchange allows individuals to shelter in place and maintain social
22 distancing during cleanup operations

23 c. Sanitary Kit Distribution – LSD distributes sanitary kits containing a
24 mask, gloves, and hand sanitizer to all individuals within the cleanup area.

25 d. Mobile COVID-19 Testing: the Los Angeles Fire Department
26 (LAFD) provides free COVID-19 testing during the comprehensive cleaning. If
27 available, LAFD provides free COVID-19 testing in LAFD ambulances and provides test
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1 results to individuals within 2-3 days.

2 e. LAHSA Outreach – the Los Angeles Homeless Services Authority
3 (LAHSA) conducts outreach and engagement to help connect unhoused individuals with
4 service providers, temporary housing, and medical and identification services.

5 30. On July 31, 2020, LSD conducted the first comprehensive cleanup at the
6 Beacon ACH/SECZ following the City Council’s July 29, 2020 action.

7 31. On July 30, 2020, an LSD environmental compliance inspector posted paper
8 notices in the Beacon ABH/SECZ using a form of notice for CARE+ comprehensive
9 cleanups identifying the date and time for cleanup on July 31, 2020 at 11:00 a.m. The
10 paper notices were posted one time on July 30 within the Beacon ABH/SECZ only. The
11 paper notices posted on did not reference LAMC 56.11(3)(i) or LAMC 56.11(10)(d), but
12 contained a statement that “bulky items are always prohibited.”

13 32. On August 7, 2020, LSD implemented the use of a revised form of paper
14 notice for comprehensive CARE+ cleanups. Attached as **Exhibit 4** is a true and correct
15 copy of the revised form of paper notice of major cleaning for CARE+ comprehensive
16 cleanups. The revised form of paper notice omits any reference to bulky items.

17 33. In addition, to avoid further disputes or any confusion about the City’s now-
18 discontinued enforcement of LAMC 56.11(3)(i) and (10)(d), LSD suspended the use of
19 paper signs referencing “bulky items” on large items used as shelters, and agreed to omit
20 references to bulky items on any other paper signs. LSD also implemented additional
21 adjustments for continued replacement of removed or missing overlays on permanent
22 signage and the use of the revised form of CARE+ notice reflected in Exhibit 4.

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1 I declare under penalty of perjury under the laws of the State of California and the
2 United States that the foregoing is true and correct and that this Declaration was executed
3 on August 31, 2020, at Los Angeles, California.

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7 DOMINGO OROSCO
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